

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Caracas February 18, 1943*

*Entered into force February 18, 1943*

*Modified and extended by agreements of June 28, 1944;<sup>1</sup> June 30, 1947;<sup>2</sup> March 4 and 9, 1949;<sup>3</sup> September 7 and 30, 1949;<sup>4</sup> March 6 and 15, 1951, as amended;<sup>5</sup> September 24 and October 30, 1951;<sup>6</sup> March 4 and June 5, 1952;<sup>7</sup> and March 21 and April 23, 1955<sup>8</sup>*

*Expired June 30, 1960*

57 Stat. 1126; Executive Agreement Series 348

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 1226-

*Caracas, February 18, 1943*

### EXCELLENCY:

Authorized by my Government, I have the honor to record in this note, as a result of the conversations between Your Excellency and the undersigned and between the Minister of Health and Social Assistance and the Representative of the Institute of Inter-American Affairs of Washington, that the following has been agreed between the Government of the United States of America and the Government of the United States of Venezuela:

*First.*—The Government of the United States of Venezuela binds itself to create a special office that will be named “Oficina Cooperativa Interamericana de Salud Pública”, which will serve as intermediary for the cooperation between the Government of Venezuela and the Institute of Inter-American Affairs. The Oficina Cooperativa Interamericana de Salud Pública will function as a dependency of the Ministry of Health and Social Assistance.

<sup>1</sup> EAS 427, *post*, p. 1183.

<sup>2</sup> TIAS 1661, *post*, p. 1204.

<sup>3</sup> TIAS 1974, *post*, p. 1214.

<sup>4</sup> TIAS 2008, *post*, p. 1219.

<sup>5</sup> 2 UST 875, 3 UST 3905; TIAS 2242, 2522.

<sup>6</sup> 2 UST 2560; TIAS 2378.

<sup>7</sup> 3 UST 4411; TIAS 2591.

<sup>8</sup> 6 UST 2949; TIAS 3342.

*Second.*—The Institute of Inter-American Affairs will be represented in Venezuela by a group of public officials to be known as a "Field Party, Institute of Inter-American Affairs in Venezuela". The head of the said group will be the representative of the Institute of Inter-American Affairs.

*Third.*—The Government of Venezuela and the Institute of Inter-American Affairs will agree with regard to the naming of the Director of the "Oficina Cooperativa Interamericana de Salud Pública".

*Fourth.*—The funds necessary for the execution of the work to be accomplished in Venezuela by the "Oficina Cooperativa Interamericana de Salud Pública" shall be provided by the equivalent of a sum not greater than nine hundred fifty thousand American dollars (\$950,000.—) which the Institute of Inter-American Affairs will contribute, by means of the delivery of construction materials, machines, implements, payment of labor, salaries of employees and whatever other supply in kind; and by the contribution of the Government of Venezuela which shall be two bolívares (Bs.2.—) for each dollar that the Institute of Inter-American Affairs invests in this concept.

*Fifth.*—The funds that the Institute of Inter-American Affairs will contribute will be applied exclusively to the intensification of the Anti-Malaria campaign in Venezuela, in conformity with the projects elaborated by the Division of Malariology, provided they are approved by the Ministry of Health and Social Assistance and the Representative in Venezuela of the Institute of Inter-American Affairs.

*Sixth.*—The referred to contribution of the Institute of Inter-American Affairs will be furnished to the Division of Malariology in accordance with the requirements of the work undertaken and agreed to by the Ministry of Health and Social Assistance and the Representative in Venezuela of the Institute of Inter-American Affairs.

*Seventh.*—All contracts or agreements made between the "Oficina Cooperativa Intramericana de Salud Pública" and any other juridical entity or individual or any combination of juridical entities or individuals shall be effected in conformity with the general policy previously agreed upon by the Minister of Health and Social Assistance and the Director of the Oficina Cooperativa Interamericana de Salud Pública.

*Eighth.*—The Representative in Venezuela of the Institute of Inter-American Affairs shall present to the Division of Health and Sanitation of the Institute of Inter-American Affairs, reports on the activities of the Oficina Cooperativa Interamericana de Salud Pública, every time that the Institute of Inter-American Affairs requests it.

*Ninth.*—The accounts and books of the Oficina Cooperativa Interamericana de Salud Pública shall be available at any time for inspection by the competent agency of the Government of Venezuela and by the Institute of Inter-American Affairs.

*Tenth.*—The Oficina Cooperativa Interamericana de Salud Pública, as

a dependency of the Ministry of Health and Social Assistance, will enjoy the rights and privileges that the law accords to like official dependencies, for example and not exclusively, with regard to postal and telegraphic franking privileges, discounts with transportation companies, etc., and in the measure that the aforementioned dependencies enjoy customs exoneration, they will be granted to the Oficina Cooperativa Interamericana de Salud Pública for the importation of merchandise destined for the use of the Oficina, it being understood that the Ministry can previously examine, as is done in the case of the other dependencies, the importation lists formulated.

*Eleventh.*—The salaries and expenses, including travel expenses of members of the "Field Party, Institute of Inter-American Affairs in Venezuela", shall be paid by the Institute of Inter-American Affairs from funds exclusive of those constituting the contributions mentioned in clause Fourth.

*Twelfth.*—All work accomplished in conformity with this Agreement shall pass on to be the property of the Government of Venezuela.

*Thirteenth.*—No work shall be undertaken which will require materials the acquisition of which may obstruct any effort of continental defense, for war emergencies.

This note and Your Excellency's reply in the same terms, will constitute an agreement with regard to the contents of the preceding clauses.

Please accept, Excellency, the renewed assurances of my highest consideration.

FRANK P. CORRIGAN

His Excellency

Dr. CARACCILO PARRA PÉREZ,  
*Minister for Foreign Affairs,*  
*Caracas.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

UNITED STATES OF VENEZUELA  
MINISTRY OF FOREIGN AFFAIRS  
POLITICAL BUREAU  
Section of Inter-American Affairs  
No. 472

CARACAS, *February 18, 1943*

MR. AMBASSADOR:

Authorized by my Government, I have the honor to record in this note, as a result of the conversations between Your Excellency and the undersigned and between the Minister of Health and Social Assistance and the Representative of the Institute of Inter-American Affairs of Washington, that

the following has been agreed between the Government of the United States of Venezuela and the Government of the United States of America:

[For terms of agreement, see numbered paragraphs in U.S. note, above.]

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

C. PARRA PÉREZ

His Excellency FRANK P. CORRIGAN,  
*Ambassador Extraordinary and Plenipotentiary*  
*of the United States of America,*  
*City.*